

# **EXHIBIT A**

SUM-100

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ICON PLC; LYNDIA HOLCROFT; and DOES 1-100

Electronically

**FILED**by Superior Court of California, County of San Mateo  
ON 4/20/2020By /s/ Mia Marlowe  
Deputy Clerk

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHRYSTAL L. MILLER, individually and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): SUPERIOR COURT, COUNTY OF SAN MATEO  
400 County Center, Redwood City, CA 94063

CASE NUMBER: (Número del Caso):  
20-CIV-01732

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Patrick N. Keegan, Esq., Keegan & Baker, LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008; (760) 929-9303

DATE: 4/20/2020 Neal I. Taniguchi Clerk, by /s/ Mia Marlowe, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]



### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☒ as the person sued under the fictitious name of (specify): DOE 1
- ☒ on behalf of (specify): ICON Clinical Research LLC, sued herein as DOE 1  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): Limited Liability Company - California Corporation Code 17061
- ☐ by personal delivery on (date)

Page 1 of 1

Attorney or Party without Attorney (Name/Address) Patrick N. Keegan, Esq. (SBN 167698) Keegan & Baker LLP, 2292 Faraday Ave. Ste. 100, Carlsbad CA 92008 Telephone: (760) 929-9303	<b>FOR COURT USE ONLY</b>  <b>Electronically FILED</b> by Superior Court of California, County of San Mateo <b>ON 4/27/2020</b>  By <u>/s/ Wai Shan Lee</u> <b>Deputy Clerk</b>
SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO 400 COUNTY CENTER REDWOOD CITY, CA 94063	
Plaintiff <b>CHRYSTAL L. MILLER</b>	
Defendant <b>ICON PLC, et al.</b>	
<b>AMENDMENT TO COMPLAINT</b>	Case Number <b>20-CIV-01732</b>

**FICTITIOUS NAME (no order required)**

Upon filing the complaint herein, Plaintiff(s) being ignorant of the true name of a Defendant and having designated said Defendant in the complaint by the fictitious name of Doe 1 and having discovered the true name of said Defendant to be ICON Clinical Research LLC

hereby amends the complaint by inserting such true name in place and stead of such fictitious name wherever it appears in said complaint.

DATED: April 27, 2020

s/ Patrick N. Keegan

ATTORNEYS FOR PLAINTIFF(S)

**INCORRECT NAME (requires order thereon)**

Plaintiff(s) having designated a Defendant in the complaint by the incorrect name of \_\_\_\_\_ and having discovered the true name of the said Defendant to be \_\_\_\_\_ hereby amends the complaint by inserting such true name in place and stead of such incorrect name wherever it appears in said complaint.

ATTORNEYS FOR PLAINTIFF(S)

**ORDER**

Proper cause appearing Plaintiff(s) is / are allowed to file the above amendment to the complaint.

DATED:

JUDGE OF THE SUPERIOR COURT

Electronically

**FILED**

by Superior Court of California, County of San Mateo

ON 4/20/2020

By /s/ Mia Marlowe  
Deputy Clerk

1 Patrick N. Keegan, Esq. (SBN 167698)  
 pkeegan@keeganbaker.com  
 2 **KEEGAN & BAKER, LLP**  
 2292 Faraday Avenue, Suite 100  
 3 Carlsbad, California 92008  
 Telephone: (760) 929-9303  
 4 Facsimile: (760) 929-9260

5 Attorney for Plaintiff  
 CHRYSTAL L. MILLER  
 6  
 7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN MATEO**

10 CHRYSTAL L. MILLER, individually and on  
 behalf of all others similarly situated,

11  
 12 Plaintiff(s),

13 vs.  
 14

15 ICON PLC; LYNDIA HOLCROFT; and DOES 1-  
 100;

16  
 17 Defendant(s).  
 18

Case No.: 20-CIV-01732

) **CLASS ACTION COMPLAINT FOR**  
 ) **DAMAGES AND RESTITUTION FOR**  
 ) **VIOLATIONS OF THE LABOR CODE,**  
 ) **AND THE BUSINESS AND PROFESSIONS**  
 ) **CODE §§ 17200, ET SEQ.**

) **DEMAND FOR JURY TRIAL**  
 )  
 )  
 )

19 Plaintiff CHRYSTAL L. MILLER (hereinafter "Plaintiff" or "MILLER") by her attorneys,  
 20 individually and on behalf of all others similarly situated, alleges upon personal knowledge as to  
 21 herself and her acts stated herein, and as to all other matters upon information and belief as follows:

22 1. This lawsuit alleges causes of action for violations of the Labor Code, IWC Wage  
 23 Order No. 4-2001, and the Business and Professions Code §§ 17200, et seq. Plaintiff, on behalf of  
 24 herself and all others similarly situated as current and former employees of Defendant ICON plc (or  
 25 "ICON"), seek damages and restitution, including the unpaid balance of earned overtime wages,  
 26 premium wages for missed meal and rest periods, penalties, and interest, as well as attorney's fees  
 27 and costs of this litigation.  
 28

**I. JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action under the Code of Civil Procedure § 410.10 since Defendant ICON plc has a regional headquarters at and does business at 601 Gateway Blvd., Suite 1250, South San Francisco, CA 94080.

3. Venue is proper in this Court under Business & Professions Code § 17203, and Code of Civil Procedure §§ 395(a) and 395.5, because Plaintiff, on behalf of all other persons similarly situated, is seeking damages in excess of the jurisdictional minimum of this Court; Defendant ICON plc at all times mentioned herein has maintained a regional headquarters in San Mateo County, has transacted business within this judicial district, in the San Mateo County and in the State of California; and the violations of law herein described have been committed within this judicial district, in the San Mateo County and in the State of California. Moreover, by doing business in this judicial district and committing violations of the Labor Code and the Business and Professions Code in this judicial district, Defendants' conduct has had an adverse effect upon the finances of residents of this judicial district.

4. Further, this action does not qualify for federal jurisdiction under the Class Action Fairness Act because this action qualifies for the local controversy exception under 28 U.S.C. § 1332(d)(4)(A) because (1) more than two-thirds, if not all, of the proposed Class consists of California citizens, (2) Defendant Lynda Holcroft is also a citizen of the State of California, (3) all the damages occur within the State of California, and (4) within the past three years, no competing class action has been filed.

**II. PARTIES****A. PLAINTIFF**

5. Plaintiff CRYSTAL L. MILLER is a citizen of the state of California, and was (and has been) employed by Defendant ICON plc in the state of California from approximately October 9, 2017 to the date of her resignation on March 19, 2019. During her employment with Defendant ICON

1 plc, MILLER was employed as a Clinical Research Associate in the position of a Clinical Research  
2 Associate II.

3 **B. DEFENDANTS**

4 6. Defendant ICON plc is a public limited company incorporated in the Republic of  
5 Ireland, whose principal executive office is located in Dublin, Republic of Ireland, and who keeps  
6 and maintains a regional headquarters located at 601 Gateway Blvd., Suite 1250, South San Francisco,  
7 CA 94080. ICON's ordinary shares are traded on the NASDAQ market under the trading symbol  
8 ICLR (NasdaqGS), and is considered a foreign private issuer. At all relevant times hereto, ICON has  
9 done business in California and in this judicial district, has employed members of the Class in  
10 California and in this judicial district, and Defendants have controlled the conditions of employment  
11 and the method of the payment of wages to Plaintiff and each member of the Class in California and  
12 in this judicial district. Nevertheless, ICON has never obtained a "certificate of qualification" from  
13 the California Secretary of State to do business in California, and ICON has never been and is not  
14 now qualified with the California Secretary of State to do business in California.

17 7. Defendant LYNDIA HOLCROFT is a citizen of the State of California, and currently  
18 and continuously since April 2016 has been employed by ICON, first, in the position of Director,  
19 Clinical Trial Management, during the time of Plaintiff's employment, and currently in the position  
20 of Director, Clinical Trial Management. In her capacity as a Director, LYNDIA HOLCROFT oversaw  
21 the work of Clinical Research Associates, by providing guidance and oversight to the clinical trial  
22 monitoring employees ensuring adherence to project scope, SOPs, timelines, and budget requirements  
23 and is being sued in her capacity as a Director of ICON, and is personally liable under Labor Code §  
24 558.1 as a natural person who is an owner, director, officer, or managing agent of ICON, Plaintiff's  
25 and the Class' employer.

27 8. Plaintiff is unaware of the true names and capacities of the defendants sued herein as  
28 DOES 1 through 100, and therefore sues these defendants by such fictitious names. Plaintiff alleges

1 on information and belief that at all relevant times each of the DOE defendants was responsible in  
2 some manner for the acts, omissions and occurrences herein alleged and Plaintiff's damages were  
3 proximately caused thereby. Plaintiff will amend this complaint to allege the true names and  
4 capacities of the DOE defendants after they have been ascertained. Plaintiff is informed and believe,  
5 and based thereon allege, that the this Court has both subject matter and personal jurisdiction over  
6 DOES 1 through 100, inclusive, and that venue is proper in this Court with respect to those  
7 defendants. Any reference made to a named defendant by specific name or otherwise, individually  
8 or plural, is also a reference to the actions or inactions of DOES 1 through 100, inclusive.

10 9. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
11 Defendants and DOES 1 through 100, inclusive, were the owners, directors, officers, agents,  
12 representatives, partners, shareholders, and related or affiliated entities of Defendants, and/or natural  
13 persons who are the owners, directors, officers, or managing agents of ICON, Plaintiff's and the  
14 Class' employer, and in doing the things hereinafter mentioned, were acting in the course and scope  
15 of their agency, employment, relationship or retention with the permission, consent, authority and  
16 ratification of Defendants. Plaintiff is presently unaware of the true names and identities of those  
17 defendants fictitiously sued herein as DOES 1 through 100.

### 19 III. CLASS ACTION ALLEGATIONS

20 10. This action has been brought and may be maintained as a class action under Code of  
21 Civil Procedure § 382 because the proposed class is easily ascertainable and there is a well-defined  
22 community of interest in the litigation, as described further below.

24 11. Plaintiff brings this action on behalf of herself and all other persons similarly situated  
25 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class of persons defined as  
26 follows:

27 All persons employed in the State of California by Defendant ICON plc as a Clinical Research  
28 Associate in any position, including Clinical Research Associate I, Clinical Research  
Associate II and/or Senior Clinical Research Associate ("Class") at any time commencing on

1 the date four (4) years prior to the filing of this Complaint and through the date of trial (the  
2 "Class Period").

3 Defendants and their shareholders, officers, directors, and managing agents are excluded from the  
4 Class. Plaintiff is informed and believes that over two-thirds of the Class are citizens of the state of  
5 California. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the  
6 Class definition and Class Period with greater particularity or further division into subclasses or  
7 limitation to particular issues as warranted as additional facts are discovered by Plaintiff during her  
8 future investigations.

9 12. This action is properly maintainable as a class action. Although Plaintiff does not, as  
10 yet, know the exact size of the Class, based upon the nature of ICON's business, Plaintiff believes  
11 that there are numerous Class members, and that Class members are geographically dispersed  
12 throughout the state of California. Thus, the Class is sufficiently numerous to make joinder  
13 impracticable, if not completely impossible. The disposition of the claims of the members of the  
14 Class through this class action will benefit both the parties and this Court. In addition, the Class is  
15 readily identifiable from information and records in the possession of ICON, the Class and third  
16 parties.  
17

18 13. There is a well-defined community of interest in the questions of law and fact involved  
19 affecting the parties to be represented. The questions of law and fact to the Class predominate over  
20 questions which may affect individual Class members, including the following:  
21

- 22 a. Whether Defendants properly classified Plaintiff and other members of the Class as exempt  
23 from overtime compensation;
- 24 b. Whether Plaintiff and other members of the Class worked more than eight (8) hours in a day  
25 or more than forty (40) hours in a week without overtime compensation;
- 26 c. Whether Defendants failed to pay Plaintiff and other members of the Class for their overtime  
27 labor;
- 28 d. Whether Defendants failed to provide meal and/or rest periods to Plaintiff and other members  
of the Class;
- e. Whether Defendants failed to record and/or provide Plaintiff and other members of the Class  
accurate itemized wage statements;

- f. Whether Defendants failed to pay Plaintiff and other members of the Class all wages owed upon termination or resignation;
- g. Whether Defendants' conduct violates the Labor Code;
- h. Whether Defendants' conduct violates IWC Wage Order No. 4-2001; and
- i. Whether Defendants' conduct is unlawful and/or unfair constituting violations of Business and Professions Code §§ 17200, et seq.

14. Plaintiff and the Class members' claims for restitution and damages arise from and were caused by Defendants' denial and failure to provide overtime wages, failure to provide meal and rest periods (and their nonpayment of premium wages in exchange therefore), failure to pay for all hours worked, failure to pay for all wages owed upon termination, and failure to provide accurate itemized wage statements. Since Plaintiff's claims and the claims of the Class members all derived from a common nucleus of operative facts, Plaintiff asserts claims that are typical of the claims of the Class since she, at all material times mentioned herein, was employed by ICON as a Clinical Research Associate in the position of a Clinical Research Associate II in the state of California; worked more than eight (8) hours in any given day and more than forty (40) hours in any given week; did not receive compensation for all hours worked, including overtime compensation, meal periods, or rest periods; did not receive itemized wage statements; and was not paid all wages upon termination.

15. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interest that is contrary to or in conflict with those members of the Class she seeks to represent. Furthermore, Plaintiff has retained counsel experienced and competent in the prosecution of complex class action litigation involving the Labor Code violations alleged herein to further ensure such protection and she intends to prosecute this action vigorously.

16. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for the party opposing the Class and would lead to repetitious trials of the numerous common questions of fact and law. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its

1 maintenance as a class action. As a result, a class action is far superior to other available methods for  
2 the fair and efficient adjudication of this controversy.

3 17. Proper and sufficient notice of this action may be provided to the Class members  
4 through notice by such means as direct mail, electronic mail, publication on the internet, and/or  
5 television, radio, and/or print media outlets.

6 18. Plaintiff and the Class have suffered irreparable harm and damages as a result of  
7 Defendants' wrongful conduct as alleged herein. Absent a representative action, Plaintiff and the  
8 Class will continue to suffer losses, thereby allowing these violations of law to proceed without  
9 remedy, and allowing Defendants to retain the proceeds of their ill-gotten gains.

10 19. In addition, Defendants have acted or refused to act on grounds generally applicable  
11 to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

12  
13 **IV. SUBSTANTIVE FACTS COMMON TO THE PLAINTIFF AND THE CLASS**

14 20. According to its Form 10-K, ICON is a public limited company incorporated in the  
15 Republic of Ireland, which together with its subsidiary undertakings ("the Subsidiaries", with ICON  
16 and the Subsidiaries being together "the Group"), operates as "a clinical research organization  
17 ('CRO'), providing outsourced development services on a global basis to the pharmaceutical,  
18 biotechnology and medical device industries. The Group specialises (sic) in the strategic  
19 development, management and analysis of programmes (sic) that support all stages of the clinical  
20 development process - from compound selection to Phase I-IV clinical studies. The Group's mission  
21 is to accelerate the development of drugs and devices...." ICON competes with CROs, i.e. Clinical  
22 Research Organizations. ICON states that "[t]he CRO industry is highly competitive. In particular,  
23 we compete with other large global CROs for strategic relationships with large pharmaceutical  
24 companies." ICON contracts with biotechnology and pharmaceutical companies to perform a wide  
25 range of services to assist them in bringing new drugs to market. To that end, ICON "believes that it  
26 is one of a select number of CROs with the expertise and capability to conduct clinical trials in most  
27  
28

1 major therapeutic areas on a global basis and has the operational flexibility to provide development  
2 services on a stand alone basis or as part of an integrated ‘full service’ solution.” Such services are  
3 subject to contractual requirements, government regulations, and ethical considerations. For example,  
4 ICON is subject to regulation by the FDA and comparable non-U.S. regulatory authorities relating to  
5 our activities in conducting pre-clinical and clinical trials. The clinical trial process must be conducted  
6 in accordance with regulations promulgated by the FDA under the Federal Food, Drug and Cosmetic  
7 Act, which requires developmental drugs to be tested and studied in certain ways. In the United States,  
8 before human clinical testing may begin, a manufacturer must file an IND with the FDA. Further, an  
9 IRB for each medical center proposing to participate in the clinical trial must review and approve the  
10 protocol for the clinical trial before the medical center's investigators participate. Once initiated,  
11 clinical trials must be conducted pursuant to and in accordance with the applicable IND, the  
12 requirements of the relevant IRBs, and GCP regulations. Similarly, before clinical trials begin, a  
13 developmental drug is tested in pre-clinical studies that are expected to comply with Good Laboratory  
14 Practice requirements. ICON is also subject to regulation by the DEA which regulates the distribution,  
15 recordkeeping, handling, security, and disposal of controlled substances. ICON further highlighted  
16 that “[d]uring 2018 we further developed the CNS Rating Scale Analytics leveraging our ICONIK  
17 platform. This is enabling a data driven approach to rating surveillance that increases the consistency  
18 of both Clinical and Patient Reported Outcomes in CNS studies.” ICON contracts with physicians  
19 “who serve as investigators in conducting clinical trials to test new drugs on their patients.” ICON’s  
20 contracted physicians are typically located “in hospitals, clinics or other similar sites.” ICON’s  
21 contracted physicians serve as “Investigators [who] supervise administration of the study drug to  
22 patients during the course of the clinical trial.” ICON’s profits from the labor of ICON’s Clinical  
23 Research Associates by billing ICON’s biopharmaceutical customers for their hours worked. As a  
24 result, ICON requires ICON’s Clinical Research Associates to record all of their working hours on a  
25 weekly basis in ICON’s on-line timekeeping system, which is thereafter reviewed and approved by  
26  
27  
28

1 ICON's management, so that ICON's business could bill ICON's biopharmaceutical customers for  
2 such labor and time recorded.

3         21.     ICON competes with other CROs and seeks to prevent the loss of its top five customers  
4 by cutting labor costs, achieved in part by unfairly and unlawfully failing to pay Clinical Research  
5 Associates for their overtime labor and wrongfully classifying them as exempt from overtime pay.  
6 ICON states that "[d]uring the year ended 31 December 2018 39.5% of our revenues were derived  
7 from our top five customers, with one customer contributing more than 10% of our net revenues  
8 during the period (14%). During the year ended 31 December 2017 42% of our revenues (including  
9 revenue from reimbursable expenses) were derived from our top five customers, with one customer  
10 contributing more than 10% of our revenues (including revenue from reimbursable expenses) during  
11 the period (21%).... During the year ended 31 December 2016 45% of our net revenues (excluding  
12 revenue from reimbursable expenses) were derived from our top five customers, with one customer  
13 contributing more than 10% of our net revenues (excluding revenue from reimbursable expenses)  
14 during the period (26%).... The loss of, or a significant decrease in business from one or more of  
15 these key customers could have a material adverse impact on our results of operations and financial  
16 results." Therefore, ICON lists as a risk to their business that "*We depend on a limited number of*  
17 *customers and a loss of, or significant decrease in business from one or more of them could affect*  
18 *our business.*" Further, ICON states that "[m]any of our contracts are long-term fixed fee contracts.  
19 Revenues on these contracts are agreed in the contract between the Company and the customer and  
20 are based on an assessment of progress towards completion based on the cost of time and reimbursable  
21 costs. Factors considered in estimating time requirements include the complexity of the study, the  
22 number of geographical sites where trials are to be conducted and the number of patients to be  
23 recruited at each site. The Company regularly reviews the estimated hours on each contract to  
24 determine if the budget accurately reflects the agreed tasks to be performed taking into account the  
25 state of progress at the time of review." Therefore, ICON lists as a risk to their business that "*Many*  
26  
27  
28

1 *of our contracts are long-term fixed-fee contracts. We would lose money in performing these*  
2 *contracts if the costs of performance exceed the fixed fees for these projects and we are unable to*  
3 *negotiate a change order for the value of work performed.”*

4       22.     ICON contracts with physicians who serve as “investigators” in conducting clinical  
5 trials, who “supervise the administration of the investigational drug to patients during the course of a  
6 clinical trial,” and who “are typically located at hospitals, clinics or other sites.” ICON’s Clinical  
7 Research Associates do not choose the participating physicians selected for a particular clinical trial  
8 or make any decision as to which participating physicians are selected for any clinical trial. Decisions  
9 regarding the selection of participating physicians for a particular clinical trial are made by clinicians  
10 and/or ICON’s senior management and/or ICON’s biopharmaceutical customers. ICON further  
11 highlighted that “[w]e also continued to enhance our site and patient recruitment capabilities during  
12 2018 with the expansion of the PMG Research network through a partnership with the Du Page  
13 Medical Group.” Once a participating physician is selected, the participating physician’s employees  
14 are solely responsible for imputing the pre-determined patient information into Case Report Forms  
15 (CRFs) on ICON’s biopharmaceutical customer’s or ICON’s Clinical Trial Management Software  
16 (CTS) system. In performance of their duties, ICON’s Clinical Research Associates travel to the  
17 offices of participating physicians who are serving as “investigators” for ICON’s biopharmaceutical  
18 customer’s clinical trials, at hospitals, clinics or other sites. When and how such visits are to be  
19 conducted by ICON’s Clinical Research Associates is pre-defined and pre-determined by clinicians  
20 and/or ICON’s senior management and/or ICON’s biopharmaceutical customers, who create and  
21 prepare ICON’s uniform guidelines, monitoring plans, checklists, forms, and trip report templates for  
22 all such visits. ICON’s Clinical Research Associates are required to perform their monitoring tasks  
23 by using ICON’s uniform guidelines, monitoring plans, checklists, forms, and trip report templates,  
24 and do not make any independent determinations as to what monitoring tasks are to be performed or  
25 what data is to be reviewed. At such hospitals, clinics or other sites, or remotely, ICON’s Clinical  
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1 Research Associates review participating physicians' documentation of "administration of the  
2 investigational drug to patients during the course of a clinical trial," as required by the protocol and  
3 ICON's Standard Operating Procedures (SOPs), by utilizing ICON's uniform guidelines, monitoring  
4 plans, checklists, forms, and trip report templates for all such visits. ICON's Clinical Research  
5 Associates do not exercise discretion by determining which patient information should be  
6 documented by the participating physicians. In fact, ICON's Clinical Research Associates are  
7 prohibited from imputing or changing any patient information or documentation imputed by  
8 participating physicians' employees into CRFs. Rather, ICON's Clinical Research Associates only  
9 function is to review and report on the information and documentation recorded and reported by the  
10 participating physicians' employees as determined by the protocol and ICON's Standard Operating  
11 Procedures (SOPs), by utilizing ICON's uniform guidelines, monitoring plans, checklists, forms, and  
12 trip report templates for all such visits. Specifically, ICON's Clinical Research Associates are  
13 required after each visit to make a written report of their visit that is given to their direct superiors  
14 (for their review and approval) by following ICON's uniform guidelines and monitoring plans, filling  
15 out and collecting ICON's forms, and filling out ICON's uniform trip report templates (completed  
16 visit reports are referred to as "trip" reports). Moreover, ICON's Clinical Research Associates are  
17 not the only persons who monitor and review the information and documentation recorded and  
18 reported by the participating physicians' employees. Instead, ICON's Clinical Research Associates  
19 are merely the lowest or one of the lowest levels of persons employed by ICON to monitor and review  
20 the information and documentation recorded and reported by the participating physicians' employees.  
21 Furthermore, ICON's Clinical Research Associates do not make determinations whether or not the  
22 participating physicians are in compliance with the protocol and ICON's Standard Operating  
23 Procedures (SOPs). Decisions on whether or not the participating physicians are in compliance with  
24 the protocol and ICON's Standard Operating Procedures (SOPs) are made by clinicians (e.g. Clinical  
25 Scientists and/or Medical Monitors) and/or ICON's senior management (e.g. Biostatisticians, Project  
26  
27  
28

1 Managers and/or Data Managers) and/or ICON's biopharmaceutical customer's senior management  
2 (e.g. Biostatisticians, Project Managers and/or Data Managers).

3       23. At all relevant times, ICON's Clinical Research Associates in all positions were not  
4 compensated at a rate no less than one and a half times their regular rate of pay for hours worked in  
5 excess of eight (8) hours in a day or forty (40) hours in a workweek, and were improperly classified  
6 as salaried employees, exempt from overtime pay. Specifically, ICON's Clinical Research Associates  
7 in all positions are not properly exempt from overtime pay under any exemption, either the executive  
8 exemption contained in Wage Order 4-2001, Section 1(A)(1), or the administrative exemption  
9 contained in Wage Order 4-2001, Section 1(A)(2), or the professional exemption contained in Wage  
10 Order 4-2001, Section 1(A)(3), (codified at 8 Cal.Code Regs., tit. 8, § 11040(1)(A)). Specifically,  
11 ICON's Clinical Research Associates in all positions were not and are not properly exempt under the  
12 executive exemption because they are not employed to manage the affairs of a recognized subdivision  
13 or unit of ICON or ICON's biopharmaceutical customers; they do not customarily and regularly direct  
14 the work of two or more other employees of ICON or the employees of ICON's biopharmaceutical  
15 customers; and they do not have the authority to hire or fire other employees of ICON or the  
16 employees of ICON's biopharmaceutical customers. 8 Cal.Code Regs., tit. 8, § 11040(1)(A)(1).  
17 Further, ICON's Clinical Research Associates in all positions were not and are not properly classified  
18 as exempt under the administrative exemption because their job duties are not directly related to the  
19 management or general business operations of ICON or ICON's biopharmaceutical customers; and  
20 they do not customarily and regularly exercise discretion and independent judgment in carrying out  
21 job duties as to matters of significant to ICON's business because they are engaged in production  
22 aspects of ICON's business as opposed to administrative functions of ICON's business and they do  
23 not have the authority or power to make an independent choice with respect to matters of significance.  
24 *Id.* § 11040(1)(A)(2). Lastly, ICON's Clinical Research Associates in all positions were not and are  
25 not properly exempt under the professional exemption because they are not primarily engaged in an  
26  
27  
28

1 occupation commonly recognized as a learned or artistic profession; they are not required to have any  
2 specific degree or license or training, as any university or college degree will suffice; and they are not  
3 licensed by the State of California and primarily engaged in the practice of law, medicine, dentistry,  
4 optometry, architecture, engineering, teaching, or accounting. Id. § 11040(1)(A)(3). Each of the  
5 exemptions - administrative, executive and professional - require that the employee be “primarily  
6 engaged in” the duties which meet the test for the exemption. The term “primarily engaged in” means  
7 that more than one-half of the employee’s work time must be spent engaged in exempt work and  
8 differs substantially from the federal test which simply requires that the “primary duty” of the  
9 employee falls within the exempt duties. At all relevant times, ICON’s Clinical Research Associates  
10 in all positions were not and are not properly classified as exempt under any exemptions -  
11 administrative, executive and professional - because they are not and were not primarily engaged in  
12 the duties which meet the test for any exemption, i.e. they did not spend more than one-half of their  
13 work time engaged in exempt work.

#### 16 **V. SUBSTANTIVE FACTS RELATED TO MILLER’S INDIVIDUAL CLAIMS**

17 24. MILLER was first employed by ICON as a Clinical Research Associate in the position  
18 of a Clinical Research Associate II on or about August 1, 2017. Throughout her entire employment  
19 with ICON, MILLER would perform her duties as a Clinical Research Associate remotely from her  
20 California residence or by traveling from her California residence to the offices of participating  
21 physicians who are serving as “investigators” in ICON’s biopharmaceutical customer’s clinical trials,  
22 at hospitals, clinics or other sites assigned to her by her supervisors at ICON. Throughout her entire  
23 employment with ICON, MILLER would perform her duties as a Clinical Research Associate by  
24 following ICON’s uniform guidelines and monitoring plans and checklists, filling out and collecting  
25 ICON’s forms, and filling out ICON’s uniform visit report templates after each visit she performed.  
26 Throughout her entire employment with ICON, she would also prepare written trip reports of her  
27 visits for her superiors at ICON for the clinic trials she was assigned from her California residence,  
28

1 and she would participate in teleconferences with her superiors at ICON from her California  
2 residence. Throughout her entire employment with ICON, MILLER's job duties or responsibilities  
3 as a Clinical Research Associate did not require her and she did not perform duties which meet the  
4 test for any exemption from overtime pay – i.e. administrative, executive or professional exemption  
5 – because she was not primarily engaged in the duties which meet the test for any exemption, i.e. she  
6 did not spend more than one-half of her work time is engaged in exempt work.  
7

8         25. Throughout her entire employment with ICON, MILLER was required to and did  
9 record all her working hours so that ICON could bill its biopharmaceutical customers, for her time.  
10 Although she regularly worked in excess of eight (8) hours in a day, and forty (40) hours in a  
11 workweek, MILLER was not compensated for her hours because ICON classified her, like all other  
12 members of the Class, as a salaried employee who was exempt from overtime pay, despite the fact  
13 that MILLER, like all other members of the Class, do not meet the requirements of any exemption.  
14

15         26. Specifically, throughout her entire employment with ICON, MILLER regularly  
16 worked more than eight (8) hours in a day and more than 40 hours in a week, including working  
17 evenings and on weekends. In MILLER's average work week, MILLER worked an average of 15-  
18 20 hours of uncompensated overtime per week.

19         27. Defendants knew, or reasonably should have known, that MILLER worked  
20 uncompensated overtime hours on a regular basis since MILLER was required to and did record all  
21 such overtime hours each week so that ICON could bill its biopharmaceutical customers for her time  
22 and such recorded overtime hours was seen and approved by her superiors at ICON. In addition,  
23 MILLER's superiors received emails from MILLER during time periods that her superiors knew, or  
24 reasonably should have known, to a certainty that MILLER was working more than eight (8) hours  
25 in a day or forty (40) hours in a week.  
26  
27  
28

28. Given her site monitoring duties and assignments, MILLER's performance of her duties and assignments as a Clinical Research Associate was not conducive to working less than eight (8) hours in a day or 40 hours in a week.

29. Despite the fact that MILLER's managers knew that MILLER was working more than eight (8) hours in a day or 40 hours in a week, MILLER's superiors did not intervene and instruct MILLER to stop working those hours. Instead, MILLER's superiors refused to adjust her site visits or work load to ensure that MILLER could perform her position within an eight (8) hour day or forty (40) hour week.

30. Further, at all relevant times, ICON did not have a legally compliant meal and rest period policy for its ICON's Clinical Research Associates. Moreover, during her entire employment with ICON, MILLER would regularly miss meal and rest periods prescribed by law. Because ICON reimbursed her for any expenses while traveling, ICON was aware, or should have been aware that MILLER worked in excess of six hours in a day without a meal period, and regularly worked in excess of ten hours in a day, without her statutorily mandated second meal period. As such, MILLER, and all other members of the Class, were regularly denied their second meal period, in violation of Labor Code § 226.7.

**VI. FIRST CAUSE OF ACTION**  
**Violation of Labor Code §§ 510 and 1198 - Failure to Pay Overtime Compensation**  
**(Against All Defendants)**

31. Plaintiff and the Class hereby incorporate by this reference each and every preceding paragraph of this Complaint as if fully set forth herein.

32. Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

33. Labor Code § 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees. Labor Code §

1 1198 states that the employment of an employee for longer hours than those fixed by the Industrial  
2 Welfare Commission is unlawful.

3 34. Defendants have intentionally and improperly designated Plaintiff and the Class as  
4 exempt from overtime pay in order to avoid payment of overtime wages and other benefits in violation  
5 of the Labor Code and Industrial Welfare Commission requirements.  
6

7 35. In particular, Plaintiff and other members of the Class are not properly classified as  
8 executives under Industrial Wage Order No. 4-2001 because (a) their job duties do not involve the  
9 management of a recognized department or subdivision; (b) they do not supervise the work of two or  
10 more employees; (c) they do not have authority to hire or fire other employees, nor do they make  
11 recommendations on the hiring and firing of other employees; (d) they do not act with independent  
12 judgment and discretion; and (e) they are not primarily engaged in the duties which meet the test for  
13 the exemption, i.e. less than one-half of their work time is spent engaged in exempt work.  
14

15 36. Further, Plaintiff and other members of the Class are not properly classified as exempt  
16 as professionals under Industrial Wage Order No. 4-2001 because (a) they are not licensed or certified  
17 by the State of California; (b) they are not engaged in an occupation commonly recognized as a  
18 learned or artistic profession; (c) they do not act with independent judgment and discretion; and (d)  
19 they are not primarily engaged in the duties which meet the test for the exemption, i.e. less than one-  
20 half of their work time is spent engaged in exempt work.  
21

22 37. Plaintiff and other members of the Class are not properly classified as administrators  
23 under Industrial Wage Order No. 4-2001 because (a) they do not perform office or non-manual work  
24 directly related to management policies or general business operation of their employer; (b) they do  
25 not act customarily and regularly exercise discretion and independent judgment; and (c) they are not  
26 primarily engaged in the duties which meet the test for the exemption, i.e. less than one-half of their  
27 work time is spent engaged in exempt work.  
28

1           38.     At all times relevant herein, from time to time, Plaintiff and the Class have worked  
2 more than eight (8) hours in a workday, and/or more than forty (40) hours in a work week.

3           39.     At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime  
4 compensation for the hours they have worked in excess of the maximum hours permissible by law as  
5 required by Labor Code §§ 510 and 1198. In fact, however, Plaintiff and the Class were regularly  
6 required to work overtime hours without compensation.  
7

8           40.     By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiff  
9 and the Class for their overtime labor, Plaintiff and the Class have suffered, and will continue to  
10 suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional  
11 limits of this Court and which will be ascertained according to proof at trial.

12           41.     Plaintiff and the Class are informed and believe, and based upon that information and  
13 belief allege, that Defendants knew or should have known that Plaintiff and the Class did not qualify  
14 as exempt from overtime pay and purposely elected not to pay them for their overtime labor.  
15

16           42.     Defendants acted and are acting intentionally toward the Plaintiff and the Class with a  
17 conscious disregard of their rights, or the consequences to them, with the intent of depriving them of  
18 property and legal rights and otherwise causing them injury.

19           43.     Plaintiff and the Class request recovery of overtime compensation according to proof,  
20 interest, attorney's fees and cost pursuant to Labor Code §§ 218.5 and 1194(a), as well as the  
21 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code  
22 and/or other statutes.  
23

24           44.     Further, Plaintiff and the Class are entitled to seek and recover reasonable attorneys'  
25 fees and costs pursuant to Labor Code §§ 218.5 and 1194.

26 ///

27 ///

28 ///

**VI. SECOND CAUSE OF ACTION**  
**Violation of Labor Code §§ 226.7 and 512 - Failure to Provide Meal Periods and Rest Periods**  
**(Against All Defendants)**

45. Plaintiff and the Class hereby incorporate by this reference each and every preceding paragraph of this Complaint as if fully set forth herein.

46. Labor Code §§ 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.

47. Labor Code § 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each five (5) hours of work that the meal period is not provided.

48. Because Plaintiff and the Class were improperly classified as exempt from overtime pay and meal periods, Defendants have no policy to provide meal periods to Plaintiff and the Class. Additionally, Defendants have failed to provide meal periods to Plaintiff and the Class. Thus, Defendants have failed to provide meal periods to Plaintiff and the Class in violation of Labor Code §§ 226.7 and 512.

49. At all times relevant hereto, Plaintiff and the Class have worked more than five (5) hours in a workday. At all relevant times hereto, ICON has failed to provide meal periods as required by Labor Code §§ 226.7 and 512.

50. Labor Code § 226.7 provides that employers shall authorize and permit employees to take "rest periods at the rate often (10) minutes net rest time per four (4) hours of work."

51. Labor Code § 226.7 provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

52. Because Plaintiff and the Class were improperly classified as exempt from overtime pay and rest periods, Defendants have no policy to provide rest periods to Plaintiff and the Class.

1 Additionally, Defendants have failed to provide rest periods to Plaintiff and the Class. Thus,  
 2 Defendants have failed to provide rest periods to Plaintiff and the Class in violation of Labor Code  
 3 §§ 226.7 and 512.

4 53. At all times relevant hereto, Plaintiff and the Class have worked more than four (4)  
 5 hours in a workday. At all times relevant hereto, Defendants failed to provide rest periods as required  
 6 by Labor Code §§ 226.7 and 512.  
 7

8 54. By virtue of Defendants' unlawful failure to provide rest periods to them, Plaintiff and  
 9 the Class have suffered, and will continue to suffer, damages in the amounts which are presently  
 10 unknown to them, but which exceed the jurisdictional limits of this Court and which will be  
 11 ascertained according to proof at trial.

12 55. Plaintiff and the Class are informed and believe, and based upon that information and  
 13 belief allege, that Defendants know or should have known that Plaintiff and the Class were entitled  
 14 to meal periods and rest periods but purposely elected not to provide these mandated periods.  
 15

16 56. Plaintiff and the Class are entitled to seek and recover reasonable attorneys' fees and  
 17 costs pursuant to Labor Code §§ 226.7 and 512.

18 **VIII. THIRD CAUSE OF ACTION**  
 19 **Violation of Labor Code § 226 - Failure to Properly Itemize Wage Statements**  
 20 **(Against All Defendants)**

21 57. Plaintiff and the Class hereby incorporate by this reference each and every preceding  
 22 paragraph of this Complaint as if fully set forth herein.

23 58. Pursuant to Labor Code § 226, (and other authority), an employer is required to furnish  
 24 each of its, his or her employees, either as a detachable part of the check, draft, or voucher paying the  
 25 employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized  
 26 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the  
 27 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-  
 28 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee

1 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period  
 2 for which the employee is paid, (7) the name of the employee and his or her social security number,  
 3 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in  
 4 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
 5 the employee.  
 6

7 59. In violation of such authority, Defendants have failed to provide properly itemized  
 8 wage statements to Plaintiff and the Class. Because the wage statements do not include Plaintiff's  
 9 total working hours, as Plaintiff and the Class regularly work without compensation, the wage  
 10 statements provided to Plaintiff and the Class were improperly itemized, and thus violate Labor Code  
 11 §226(a).  
 12

13 60. Plaintiff and the Class suffered and continue to suffer injury as a result of Defendants'  
 14 knowing and intentional failure to comply with Labor Code § 226(a). This lawsuit, and the difficulty  
 15 and expense Plaintiff and the Class have encountered in attempting to reconstruct their time and pay  
 16 records, is evidence of the injury suffered as a result of Defendants' failure to provide itemized wage  
 17 statements. Defendants' failure to provide itemized wage statements resulted in forcing Plaintiff and  
 18 the Class to make mathematical computations to analyze whether the wages paid in fact compensated  
 19 them for all hours worked.  
 20

21 61. As a result of such violations, Plaintiff and the Class request the maximum amount of  
 22 penalties and other relief allowed by law.

23 **IX. FOURTH CAUSE OF ACTION**  
 24 **Violation of Labor Code § 203 - Failure to Pay all Wages Owed Upon Termination**  
**(Against All Defendants)**

25 62. Plaintiff and the Class hereby incorporate by this reference each and every preceding  
 26 paragraph of this Complaint as if fully set forth herein.

27 63. Labor Code § 201 requires an employer who discharges an employee to pay all  
 28 compensation due and owing to that employee immediately upon discharge. Labor Code § 202

1 requires an employer to pay all compensation due and owing to an employee who resigns within  
2 seventy-two (72) hours of that employee resignation, unless the employee provides at least seventy-  
3 two (72) hours' notice of resignation, in which case all compensation is due at the end of the  
4 employee's final day of work. Labor Code § 203 provides that if an employer willfully fails to pay,  
5 without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an  
6 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from  
7 the due date thereof at the same rate until paid or until and action therefor is commenced; but the  
8 wages shall not continue for more than thirty (30) days.

10 64. Defendants have a consistent and uniform policy, practice and procedure of willfully  
11 failing to pay the earned and unpaid wages of Defendants' former employees, including, but not  
12 limited to, straight time, overtime, vacation time, and other wages earned and remaining  
13 uncompensated according to amendment, or proof.

15 65. Plaintiff and certain members of the Class have left the ICON's employ. ICON  
16 willfully failed to pay Plaintiff and such members of the Class all of their wages due and owing at  
17 the time of their termination or resignation with notice or within seventy-two (72) hours of their  
18 resignation without notice, and failed to pay those sums for thirty (30) days thereafter.

19 66. Defendants' willful failure to pay wages to Plaintiff and the Class violates Labor Code  
20 § 203 because Defendants knew wages were due to Plaintiff and certain members of the Class, but  
21 Defendants failed to pay them.

23 67. Thus, Plaintiff and the Class are entitled to penalties pursuant to Labor Code § 203, in  
24 the amount of the daily wage of Plaintiff and the Class multiplied by thirty (30) days.

25 ///

26 ///

27 ///

28 ///

**X. FIFTH CAUSE OF ACTION**  
**Unlawful and Unfair Business Acts and Practices in Violation of**  
**Business & Professions Code §§ 17200, et seq.**  
**(Against All Defendants)**

68. Plaintiff and the Class hereby incorporate by this reference each and every preceding paragraph of this Complaint as if fully set forth herein.

69. Throughout the Class period, the acts, omissions, and practices of the Defendants as alleged herein constituted unlawful and unfair business acts and practices within the meaning of Business & Professions Code §§ 17200 et seq., including but not limited to their failure to pay overtime compensation, their failure to provide required meal and rest periods without premium wages, and by their failure to provide properly itemized wage statements, all in violation of the statutes and regulations referenced hereinabove.

70. Defendants have engaged in “unlawful” business acts and practices by its failure to pay overtime compensation and its failure to provide required meal and rest periods without premium wages therefor, to Plaintiff and the Class, all in violation of the statutes and regulations referenced hereinabove.

71. Defendants engaged in “unlawful” business acts and practices by their failure to provide properly itemized wage statements to Plaintiff and the Class, all in violation of the statutes and regulations referenced hereinabove.

72. Plaintiff and the Class reserve the right to allege other violations of law which constitute unlawful acts or practices.

73. Defendants have also engaged in “unfair” business acts or practices in that the harm caused by Defendants’ wrongful conduct alleged above outweighs the utility of such conduct and such conduct offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, causes substantial injury to Plaintiff and the Class, and provides Defendants with an unfair competitive advantage over those employers that abide by the law, properly pay overtime wages,

1 properly provide required meal and rest periods or premium wages in lieu thereof, and provide  
2 properly itemized wage statements in accordance with the law.

3       74. Defendants have also engaged in “unfair” business acts or practices in that the harm  
4 caused by Defendants’ wrongful conduct alleged above outweighs the utility of such conduct and  
5 such conduct offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive,  
6 causes substantial injury to Plaintiff and the Class, and provides ICON with an unfair competitive  
7 advantage over those employers that properly provide itemized wage statements in accordance with  
8 the law.

9  
10       75. As a result of the conduct described above, Defendants have been and will be unjustly  
11 enriched at the expense of Plaintiff and the Class. Specifically, ICON have been unjustly enriched  
12 by the retention of a significant sum of dollars in wages earned and wrongfully withheld from Plaintiff  
13 and the Class.

14  
15       76. The aforementioned unlawful or unfair business acts or practices conducted by  
16 Defendants have been committed in the past and continues to this day. Defendants have failed to  
17 acknowledge the wrongful nature of their actions. Defendants have not corrected or publicly issued  
18 individual and comprehensive corrective notices to Plaintiff and the Class or provided full restitution  
19 and disgorgement of all ill-gotten monies either acquired or retained by Defendants as a result thereof,  
20 thereby depriving Plaintiff and the Class of the minimum working conditions and standards due them  
21 under Labor Code and Industrial Welfare Commission Wage Orders.

22  
23       77. Pursuant to Business & Professions Code § 17203, Plaintiff and the Class seek an  
24 order of this Court requiring Defendants to disgorge all ill-gotten gains and awarding Plaintiff and  
25 the Class full restitution of all monies wrongfully acquired by Defendants through means of such  
26 “unlawful” and “unfair” conduct, plus interest and attorneys’ fees pursuant to, inter alia, Code of Civil  
27 Procedure § 1021.5, so as to restore any and all monies to Plaintiff and the Class and the general  
28 public which were acquired and obtained by means of such “unlawful” and “unfair” conduct, and

1 which ill-gotten gains are still retained by Defendants. Plaintiff and the Class additionally request  
 2 that such funds be impounded by the Court or that an asset freeze or constructive trust be imposed  
 3 upon such revenues and profits to avoid dissipation and/or fraudulent transfers or concealment of  
 4 such monies by Defendants. Plaintiff and the Class may be irreparably harmed and/or denied an  
 5 effective and complete remedy if such an order is not granted.  
 6

7 78. Pursuant to Business & Professions Code § 17203, Plaintiff and the Class seek an order  
 8 of this Court for equitable and/or injunctive relief in the form of requiring Defendants to correct their  
 9 illegal conduct, pay for all hours worked, provide overtime, required meal and rest periods or  
 10 premium wages in lieu thereof, to provide properly itemized wage statements, to keep accurate  
 11 records of time worked, and to insure the payment of earned wages henceforth.  
 12

## 13 **XII. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for the  
 15 following relief against Defendants:

16 1. Certification of this action on behalf of the proposed Class, and that Plaintiff and her  
 17 counsel of record be appointed as the representatives of the proposed Class;

18 2. A declaratory judgment that Defendants violated the following provisions of the law:

19 a. Labor Code §§ 510 and 1194 et seq. (and the applicable California Wage  
 20 Orders) by failing to pay overtime wages;

21 b. Labor Code §§ 226.7, 510, 512, and 1194 by failing to provide legally  
 22 compliant meal periods or compensation for working through meal periods by Plaintiff and Class  
 23 members;

24 c. Labor Code §§ 226.7 and 512 by failing to provide rest periods to Plaintiffs  
 25 and Class members;

26 d. Labor Code § 226 by failing to provide accurate wage statements; and

27 e. Labor Code section 203 by willfully failing to pay wages, without abatement  
 28 or reduction, in accordance with Labor Code §§ 201 and 202, to Plaintiff and the Class at the time of  
 their termination or resignation with notice or within seventy-two (72) hours of their resignation  
 without notice, and for more than thirty (30) days thereafter.

1           3.       Defendants be permanently enjoined from engaging in the unlawful and unfair acts  
2 and conduct alleged herein;

3           4.       An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and  
4 members of the Class, in an amount according to proof, pursuant to Business & Professions Code §  
5 17203;

6           5.       Compensatory damages according to proof;

7           6.       Statutory damages, liquidated damages, and penalties as provided under the Labor  
8 Code;  
9

10          7.       Prejudgment and post judgment interest on all sums awarded as provided by statute;


11          8.       Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure  
12 section 1021.5 and the California Labor Code, and/or other applicable law;

13          9.       Costs of suit herein; and

14          10.      Such other and further relief as the Court may deem necessary, just, and appropriate.  
15

16 Dated: April 15, 2020

KEEGAN & BAKER LLP

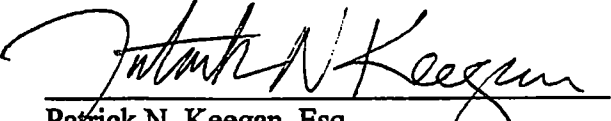
17   
18 Patrick N. Keegan, Esq.  
19  
20  
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**DEMAND FOR JURY TRIAL**

Plaintiff and the Class hereby demand a jury trial on all causes of action and claims with respect to which they have a right to jury trial.

Dated: April 15, 2020

**KEEGAN & BAKER LLP**

  
Patrick N. Keegan, Esq.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  
Patrick N. Keegan, Esq. (SBN 167698)  
KEEGAN & BAKER, LLP  
2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008

TELEPHONE NO.: (760) 929-9303

FAX NO. (Optional): (760) 929-9260

ATTORNEY FOR (Name): Plaintiff

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO**

STREET ADDRESS: 400 County Center

MAILING ADDRESS: 400 County Center

CITY AND ZIP CODE: Redwood City, CA 94063

BRANCH NAME:

**CASE NAME:**

CHRYSTAL L. MILLER v. ICON PLC, et al.

FOR COURT USE ONLY

Electronically  
**FILED**

by Superior Court of California, County of San Mateo

ON 4/20/2020

By /s/ Mia Marlowe  
Deputy Clerk

**CIVIL CASE COVER SHEET**

☒ **Unlimited**  
(Amount  
demanded  
exceeds \$25,000)

☐ **Limited**  
(Amount  
demanded is  
\$25,000)

**Complex Case Designation**

☐ Counter ☐ Joinder

Filed with first appearance by defendant  
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

20-CIV-01732

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

**1. Check one box below for the case type that best describes this case:**

**Auto Tort**

☐ Auto (22)

☐ Uninsured motorist (46)

☐ **Other PI/PD/WD (Personal Injury/Property  
Damage/Wrongful Death) Tort**

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

☐ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☐ Fraud (16)

☐ Intellectual property (19)

☐ Professional negligence (25)

☐ Other non-PI/PD/WD tort (35)

**Employment**

☐ Wrongful termination (36)

☒ Other employment (15)

**Contract**

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (09)

☐ Insurance coverage (18)

☐ Other contract (37)

**Real Property**

☐ Eminent domain/inverse  
condemnation (14)

☐ Wrongful eviction (33)

☐ Other real property (26)

**Unlawful Detainer**

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

**Judicial Review**

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☐ Writ of mandate (02)

☐ Other judicial review (39)

**Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400–3.403)**

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the  
above listed provisionally complex case  
types (41)

**Enforcement of Judgment**

☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

☐ RICO (27)

☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

**2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:**

a. ☐ Large number of separately represented parties

d. ☐ Large number of witnesses

b. ☒ Extensive motion practice raising difficult or novel  
issues that will be time-consuming to resolve

e. ☐ Coordination with related actions pending in one or more  
courts in other counties, states, or countries, or in a federal  
court

c. ☐ Substantial amount of documentary evidence

f. ☐ Substantial postjudgment judicial supervision

**3. Remedies sought (check all that apply):** a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

**4. Number of causes of action (specify):** Five

**5. This case ☒ is ☐ is not a class action suit.**

**6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)**

Date: April 15, 2020

Patrick N. Keegan, Esq.

(TYPE OR PRINT NAME)

**NOTICE**

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

Attorney or Party without Attorney (Name/Address) Patrick N. Keegan, Esq. KEEGAN & BAKER, LLP 2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008 Telephone: (760) 929-9303 State Bar No.: 167698 Attorney for: Plaintiff	<b>FOR COURT USE ONLY</b>  <b>Electronically FILED</b> by Superior Court of California, County of San Mateo ON <b>4/20/2020</b> By <b>/s/ Mia Marlowe</b> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO 400 COUNTY CENTER REDWOOD CITY, CA 94063	
Plaintiff <b>CHRYSTAL L. MILLER</b>	
Defendant <b>ICON PLC, et al.</b>	
<b>Certificate Re Complex Case Designation</b>	Case Number <b>20-CIV-01732</b>

**This certificate must be completed and filed with your Civil Case Cover Sheet if you have checked a Complex Case designation or Counter-Designation**

1. In the attached Civil Case Cover Sheet, this case is being designated or counter-designated as a complex case [or as not a complex case] because at least one or more of the following boxes has been checked:
  - ☐ Box 1 – Case type that is best described as being [or not being] provisionally complex civil litigation (i.e., antitrust or trade regulation claims, construction defect claims involving many parties or structures, securities claims or investment losses involving many parties, environmental or toxic tort claims involving many parties, claims involving mass torts, or insurance coverage claims arising out of any of the foregoing claims).
  - ☐ Box 2 – Complex [or not complex] due to factors requiring exceptional judicial management
  - ☒ Box 5 – Is [or is not] a class action suit.
  
2. This case is being so designated based upon the following supporting information [including, without limitation, a brief description of the following factors as they pertain to this particular case: (1) management of a large number of separately represented parties; (2) complexity of anticipated factual and/or legal issues; (3) numerous pretrial motions that will be time-consuming to resolve; (4) management of a large number of witnesses or a substantial amount of documentary evidence; (5) coordination with related actions

pending in one or more courts in other counties, states or countries or in a federal court;  
(6) whether or not certification of a putative class action will in fact be pursued; and (7)  
substantial post-judgment judicial supervision]:

\_\_\_\_\_  
SEE ATTACHMENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(attach additional pages if necessary)*

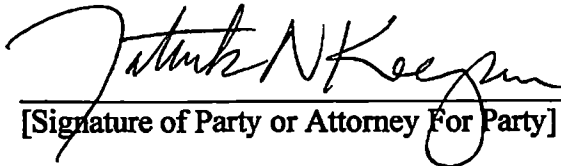
3. Based on the above-stated supporting information, there is a reasonable basis for the complex case designation or counter-designation [or noncomplex case counter-designation] being made in the attached Civil Case Cover Sheet.

\*\*\*\*\*

I, the undersigned counsel or self-represented party, hereby certify that the above is true and correct and that I make this certification subject to the applicable provisions of California Code of Civil Procedure, Section 128.7 and/or California Rules of Professional Conduct, Rule 5-200 (B) and San Mateo County Superior Court Local Rules, Local Rule 2.30.

Dated: April 15, 2020 \_\_\_\_\_

Patrick N. Keegan, Esq.  
[Type or Print Name]

  
[Signature of Party or Attorney For Party]

**Attachment to Certificate Re Complex Designation**

This putative class action lawsuit alleges causes of action for violations of the Labor Code, IWC Wage Order No. 4-2001, and the Business and Professions Code §§ 17200, et seq. Plaintiff brings this putative class action on behalf of herself and all other persons similarly situated who are current and former employees of Defendant ICON plc (or “ICON”) employed in a Clinical Research Associate position commencing on the date four (4) years prior to the filing of this Complaint (“Class Period”). Plaintiff intends to in fact file a motion for class certification pursuant to Code of Civil Procedure § 382 upon completion of necessary classwide discovery. Plaintiff alleges that during the Class Period, all of ICON’s Clinical Research Associates were not compensated at a rate no less than one and a half times their regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, and were improperly classified as salaried employees, exempt from overtime pay. Plaintiff, on behalf of herself and all other ICON’s Clinical Research Associates, seeks damages and restitution, including the unpaid balance of earned overtime wages, premium wages for missed meal and rest periods, penalties, and interest, as well as attorney’s fees and costs of this litigation.